

**Air Charter Express**  
**Application for Commuter Air Carrier Authority**

**Exhibit 5**

Affidavit of Safety Compliance


**AFFIDAVIT OF SAFETY COMPLIANCE**

STATE OF Pennsylvania


COUNTY OF York

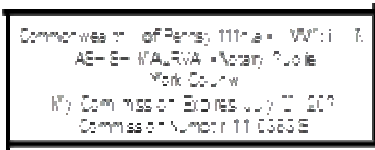
Robert Lowe, being first duly sworn, deposes and says:

1. That he is duly elected, qualified, and serving as President and Owner of Air Charter Express and that he is authorized to and does make this affidavit for it.
2. That all aircraft owned by Air Charter Express have been certified by the Federal Aviation Administration and currently comply with all applicable Federal Aviation Administration safety standards under Part 135, as well as the noise standards of Part 36, of the Federal Aviation Regulations .

  
Robert Lowe

Subscribed and sworn to before me this **25<sup>th</sup> day** of March 2022.

  
Signature of Notary Public



(SEAL)

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**Exhibit 6**

Narrative History of Air Charter Express

## **Narrative History of Air Charter Express**

Air Charter Express was established in 1997 as a FAR 135 air carrier based in Rome, NY. Air Charter Express was purchased in July 2021 by Robert Lowe. We operate Piper Navajo Chieftain PA-31-350 aircraft configured in either Club class or standard Coach seating between 6-9 passengers.

Our charter clients include well known political figures, high profile entertainers and corporate management and staff that need to go directly to a destination that doesn't have commercial aircraft service. We are currently flying on demand charters and are in the process of getting our certificate upgraded from an air taxi to a commuter certificate.

Air Charter Express would like to apply for the Essential Air Services flights.

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**Exhibit 7**

Line of Credit



March 16, 2022

U S Department of Transportation-Dockets Section  
1200 New Jersey Ave., SE  
West Building  
W-12-140 Dockets  
Washington, DC 20590

This letter is confirmation that Flightline Aircraft Services, Inc. is an existing customer of PeoplesBank, A Codorus Valley Company, and has access to funds to meet the pre operating costs for two to three cities of USD \$300,000.00.

If you have any questions, please reach out to me at 717-891-8891 or [akveragas@peoplesbanknet.com](mailto:akveragas@peoplesbanknet.com).

Thank you!

Sincerely,

Aaron Kveragas  
VP, Business Banking

AK/sff

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**Exhibit 8**

Air Carrier Certificate



## Air Carrier Certificate

This certifies that  
**AIR CHARTER EXPRESS, INC.**

635 BOSSAW DRIVE, SUITE 41  
ROSELAND, NEW YORK 11761

Has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as a common carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner terminated, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

*James E. Dille Jr.*  
James E. Dille Jr.  
(Signature)

Manager

(Title)

TAMMETER 1755C RA-61  
(Signature Office)

Certificate number: 019AC951

Effective Date: 07/01/1980

Expiration Date: 07/01/1982

Issued at: ALBANY, New York

FAA FORM 12-100

EXPIRATION DATE

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**Exhibit 9**

OST Form 4523



U.S. Department of Transportation  
Office of the Secretary of Transportation

Docket OST 95-235

# AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1965, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 24th, 1924, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place:

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$28,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, or behalf of, in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 12 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

## "ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[name of carrier] and certain other carriers parties to such special contracts for death or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 12, 1965. The Agreement (Agreement 18000) became effective May 16, 1966. On January 1, 1966, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

Either allen style may be used.

(Signature and Date):

(Printed Name and Title):

(Name and Address of Carrier):

OST Form 4523 (Formerly CAB Form 283)

*Robert Lowe* 4/11/82  
Robert Lowe - Owner  
BS33 Sancerre Tpm.  
New Martins, NY 13413

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**Exhibit 10**

Insurance – Copy of OST form 6410



Office of the Secretary  
of Transportation

#### AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information is estimated to average 15-30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation, Office of Aviation Analysis, X-56, 1200 New Jersey Ave. S.E., Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

NOTE: For information on where to file completed copies of this form, see **FILING INSTRUCTIONS** below.

OMB No. 2108-0030 Expires April 30, 2023

#### U.S. AIR CARRIERS - CERTIFICATE OF INSURANCE POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

**FILING INSTRUCTIONS:** File a signed original of this form with the Federal Aviation Administration, Air Transportation Division, electronically to: AFS-260-Insurance@faa.gov, or mail to: AFS-260, 800 Independence Ave., S.W., Washington, D.C. 20591 (See EXCEPTION)

**EXCEPTION:** For any insured that is located in the State of Alaska, file a signed original of this form with the Federal Aviation Administration, Air Transportation Division, electronically to: AFS-260-Insurance@faa.gov, or mail to: Anchorage Flight Standards Service Office, 649 E. 36<sup>th</sup> Avenue, Suite 600, Anchorage, Alaska 99503.

(Please type information, except signatures.)

THIS CERTIFIES THAT: XL Specialty Insurance Company  
(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to \_\_\_\_\_

Air Charter Express, LLC and Seven Stars Air Cargo, 113 Penny Lane, Freedom, PA 07349 FAA Certificate Number Y7TA040K  
(Name, address and FAA Certificate number of Insured U.S. Air Carrier)

effective from 09/14/2021 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check One):

- ☒ is licensed to issue aircraft insurance policies in the United States;  
☐ is licensed or approved by the government of \_\_\_\_\_ to issue aircraft insurance policies; or  
☐ is an approved surplus line insurer in the State(s) of \_\_\_\_\_

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "air transportation" as that term is defined in 49 U.S.C. 40102.

(Complete applicable section(s) A, B, or C below):

A. U.S. AIR TAXI OPERATORS (EXCLUDING U.S. COMMUTER AIR CARRIERS) WITH PART 298 AUTHORITY ONLY:

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (Complete separate or combined coverage as appropriate):

☒ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
UA00010316AV21A	Bodily Injury Liability (Excluding Passengers)	\$75,000	\$300,000
UA00010316AV21A	Passenger Bodily Injury	\$75,000	\$75,000 x 75% of total number of passenger seats installed in aircraft
UA00010316AV21A	Property Damage		\$100,000

☐ Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. \_\_\_\_\_ Amount of Coverage \_\_\_\_\_

☐ This policy covers CARGO operations only and excludes passenger liability insurance.

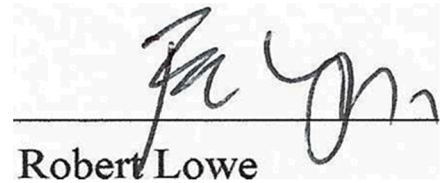
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**Exhibit 11**

Certificate Statement

## CERTIFICATION

Pursuant to Title 18 United States Code Section 1001, I Robert Lowe in my individual capacity and as the authorized representative of the applicant, Air Charter Express, have not in any manner knowingly and willfully falsified, concealed or failed to disclose any material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the application. I understand that an individual who is found to have violated the provisions of 18 U.S.C. section 1001 shall be fined or imprisoned not more than five years, or both.



Robert Lowe